

138824

BOOK 201 PAGE 585

FILE
CLARK COUNTY TITLE

Aug 11 3 16 AM '00

P. Laury

WASHINGTON MUTUAL C/O DATAPLEX
19031 - 33RD AVE W
LYNNWOOD, WA 98036
ATTN: MAILSTOP: 116DPWA



Washington
Mutual

THIS DEED OF TRUST is between
MICHAEL L. NAVOLYNSKI AND MINDY L NAVOLYNSKI, ASH HUSBAND AND WIFE

MANUFACTURED HOME
DEED OF TRUST

0028455343

whose address is:

182 JR LANE WASHOUGAL, WA 98671

("Grantor"); CLARK COUNTY TITLE COMPANY a WASHINGTON
corporation, the address of which is 1400 WASHINGTON ST., SUITE 100
VANCOUVER, WA 98660

and its successors in trust and assigns ("Trustee"); and
Washington Mutual Bank, which is organized and existing under the laws of Washington State,
and whose address is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its
successors or assigns.

1. Granting Clause. Grantor hereby grants, bargains, sells and conveys to Trustee,
in trust, with power of sale, the real property in ~~CLARK~~ SKAGANAW County,
WASHINGTON described below, and all interest in it Grantor ever gets:

SEE LEGAL ATTACHED, ABBREVIATED LEGAL DESCRIPTION #400 SECTION 32, TOWNSHIP 2,
RANGE 5

Tax Parcel Number: 02-05-32-2-0-0400-00

together with: all insurance and condemnation proceeds related to it; all income, rents and profits
from it; all plumbing, lighting, air conditioning and built-in appliances, and other fixtures, at any time
installed on or in or used in connection with such real property; and the manufactured home
referred to below and all its other attachments and accessories.

2934 (12/30/99) v 1.50

ORIGINAL COPY

Page 1 of 7

0028455343

All of the property described in this Section 1 is called the "Property." To the extent any of the Property is personal property, Grantor grants Beneficiary, as secured party, a security interest in all such property, and this Deed of Trust shall constitute a security agreement between Grantor and Beneficiary. Despite any other provision of this Deed of Trust, however, Beneficiary is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law.

The Property includes a 1990 28X56 manufactured home, Manufacturer SKYLN, Model 28X56, Serial Number 06910406ZAB (the "Manufactured Home"). The Manufactured Home is and shall remain installed on a foundation system as a fixture or an improvement to the real estate consisting of the Property and shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary. As used herein "State" shall refer to the state of WASHINGTON.

2. Security. This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a security agreement of the same date from Grantor to Beneficiary (the "Security Agreement") and the payment of SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$75,000.00) (called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 10, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note and this Deed of Trust are called the "Debt."

☐ If this box is checked, the Note secured by this Deed of Trust provides for a variable rate of interest.

3. Representations of Grantor. Grantor warrants and represents that:

- (a) Grantor is the owner or contract purchaser of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing real estate contract, mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Beneficiary; and
- (b) The Property is not presently and will not during the term of the Deed of Trust be used for any agricultural purposes.

4. Promises of Grantor. Grantor promises:

- (a) To keep the Property in good repair; not to move, alter or demolish the Manufactured Home or any of the other improvements on the Property without Beneficiary's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5;
- (b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
- (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for

0028455343

purposes of this Section 4(e); and

(f) To keep the Manufactured Home and other improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of default under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale;

(g) Grantor agrees not to physically remove the Manufactured Home from the Real Property without the prior written consent of Beneficiary. In the event Grantor breaches his obligation under the preceding sentence, Grantor agrees that Grantor will immediately so notify Beneficiary in writing, that Beneficiary's security interest in the Property and in the Manufactured Home shall continue without interruption, that Beneficiary shall thereupon hold and may exercise all of the rights of a secured party under the State Uniform Commercial Code with respect to the Manufactured Home and that Grantor shall register the Manufactured Home as required by applicable law and shall identify Beneficiary as the legal owner of the Manufactured Home in such registration. Beneficiary shall also have all other rights provided by applicable law. Nothing in this Section 4(g) shall preclude Beneficiary from declaring a default and exercising its remedies under this Deed of Trust or any other document in connection with any physical removal of the Manufactured Home from the Real Property without the prior written consent of Beneficiary;

(h) Grantor agrees to sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property including, without limitation, the Manufactured Home. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default; and

(i) Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5. Sale, Transfer or Further Encumbrance of Property. The Loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, further encumbrance.

6. Curing of Defaults. If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the rate (at the Default Rate, if any) specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies for Default.

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Note, or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Note or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any

0028455343

representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Note. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law, the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Note or take any other action available at law or in equity. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

8. **Notice and Opportunity to Cure Defaults.** Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately and without notice to Grantor.

9. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

0028455343

10. **Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust or to otherwise protect its security; in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the State Uniform Commercial Code; and any action taken in bankruptcy or appellate proceeding.

11. **Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, following satisfaction of the Debt and other obligations secured hereby. Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law.

12. **Trustee; Successor Trustee.** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

13. **Savings clause.** If a law, which applies to this Deed of Trust or the Note and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Note exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

14. **Miscellaneous.** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

15. **Beneficiary and Similar Statement.** Lender may assess a Statement Fee for providing a beneficiary statement, payoff statement or other statement in the amount determined by Lender except as prohibited by law.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed by Grantor concurrently therewith:

BOOK 201 PAGE 590

DATED AT Vancouver . WASHINGTON this 17th day of August , 2000 0028455343

GRANTOR(S):

Michael L Navolynski
MICHAEL L NAVOLYNSKI
Mindy L Navolynski
MINDY L NAVOLYNSKI

BOOK 201 PAGE 591

0028455343

STATE OF WASHINGTON

COUNTY OF CLARK

ss.

On this day personally appeared before me Michael J. Nawolynski and Mindy S. Nawolynski, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 17th day of August, 2000

Cheryl A. Flack
Notary Public in and for the State of Washington
residing at: Vancouver
My appointment expires: 2/1/2002

CHERYL A. FLACK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 1, 2002

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Note has been paid.

To: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above mentioned, and all other evidences of indebtedness secured by this Deed of Trust, together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now held by you thereunder.

Dated _____, _____ WASHINGTON MUTUAL BANK

Mail reconveyance to _____

Exhibit A

The following described real property situated in the State of Washington, County of Skamania:

That portion of the West half of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, and running thence North $1^{\circ}38'44''$ West along the West line of said Northwest quarter, 660.00 feet to the Northwest corner of that tract conveyed to Eugenia Ritchey under Auditor's File No. 89838, Book 77, page 457; thence South $81^{\circ}56'19''$ East along the North line of said Ritchey tract, 265.00 feet; thence South $1^{\circ}38'44''$ East, parallel with the West line of said Northwest quarter, 909.71 feet to the centerline of Buhman Road; thence Northwesterly along said centerline following the arc of a curve to the left having a radius of 714.43 feet, through a central angle of $26^{\circ}45'36''$ an arc distance of 333.67 feet to the West line of the Southwest quarter of said Section 32, the long chord of said curve bears North $57^{\circ}11'18''$ West, a distance of 330.57 feet; thence North $4^{\circ}04'47''$ East along the West line of said Southwest quarter, 85.24 feet to the Point of Beginning.